

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date March 21, 2017
Dept. Public Works

Item Title: **Award Construction Contract for the Connect Main Street Segment I Phase I Project (Contract No. 2017-16)**

Staff Contact: Mike James, Assistant City Manager / Public Works Director
 Tim Gabrielson, City Engineer

Recommendation:

Adopt a resolution (Attachment B) awarding a contract for the construction of the Connect Main Street Segment I Phase I Project (Contract No. 2017-16).
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Item Summary:

In June 2015, the City of Lemon Grove received a state funded Housing-Related Parks Program (HRPP) grant to construct Segment I Phase I of the Connect Main Street Project between Broadway and Central Avenue. As part of the HRPP grant, the City invited sealed bids for the Connect Main Street Segment I Phase I Project (Contract No. 2017-16) in February 2017. The bid was publically advertised on February 2, 2017. On February 23, 2017, the City received six sealed bids. Staff determined that of the bids received, New Century Construction was the lowest responsive and responsible bidder at \$291,641.50.

Staff recommends that the City Council adopt a resolution (**Attachment B**) awarding a construction contract (Contract No. 2017-66) for the construction of Connect Main Street Segment I Phase I to New Century Construction, and establishing a project budget not to exceed \$392,854.50, contract with Ninyo & Moore for materials testing and construction inspection (**Attachment C**), and contract with D-Max Engineering, Inc. for storm water inspection services (**Attachment D**) and a contract addendum with Michael Baker International for construction support services (**Attachment E**).

Fiscal Impact:

\$279,500 was allocated as part of the HRPP grant. \$5,000 is allocated from the Recycling Fund.
\$108,354.50 is allocated from the General Reserve Fund.

Environmental Review:

☐ Not subject to review

☐ Negative Declaration

☒ Categorical Exemption, Sections 15301 and 15304

☐ Mitigated Negative Declaration

Public Information:

☒ None

☐ Newsletter article

☐ Notice to property owners within 300 ft.

☐ Notice published in local newspaper

☐ Neighborhood meeting

Attachments:

A. Staff Report

B. Resolution

C. Materials Testing & Inspection Proposal

D. Storm Water Inspection Proposal

E. Amendment #1 to the Agreement for
Professional Engineering and Landscape
Architecture Services for Light Pole
Foundations, Construction Support
Services, and Record Drawings

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date March 21, 2017

Item Title: **Connect Main Street Segment I Phase I Project (Contract No. 2017-16)**

Staff Contact: Mike James, Assistant City Manager / Public Works Director
Tim Gabrielson, City Engineer

Discussion:

On October 14, 2016 the City contracted with Michael Baker International and KTUA to prepare the first phase of construction improvements for the Connect Main Street Project based upon the City Council approved Connect Main Street General Plan Amendment. Through the initial designs, the project limits and features along Main Street from Broadway to approximately City Hall were defined to be able to construct the project within the grant funding requirements and schedule. Within the HRPP Grant, there was a design and construction budget set aside of \$279,500 to start the first construction phase of the project. All HRPP Grant funds for design and construction must be used by June 30, 2017 or the Grant will expire. No extensions of time for this Grant is allowed.

Final construction documents were prepared and the City advertised the Connect Main Street Phase I Segment I Project in February 2017 as part of the Housing Related Parks Program Grant (HRPP) project. On February 23, 2017, the City received six sealed bids. Each company is listed below with its location and project bid total.

Bidder's Name	Location	Amount
New Century Construction, Inc.	Lakeside, CA	\$291,641.50
Blue Pacific Engineering & Construction	San Diego, CA	\$304,077.00
Miramar General Engineering	San Diego, CA	\$309,908.50
Crest Equipment, Inc.	El Cajon, CA	\$323,286.50
PAL General Engineering, Inc.	San Diego, CA	\$414,803.00
West Coast General Corporation	Poway, CA	\$483,842.60

Average Bid Amount

\$354,593.18

The project's engineering estimate was \$210,000.00. The lowest responsive and responsible bid was submitted by New Century Construction, Inc. (New Century) in the amount of \$291,641.50. The lowest bid received was 39 percent or \$81,641.50 greater than the engineer's estimate. Considering the large difference between the engineer's estimate and the lowest bid received, staff reviewed the consultant's process used for creating an engineering estimate and the engineering estimated costs for the project were consistent with past projects. During this analysis, staff concluded that in this instance the difference could be due to the size of the project, advertised compressed work schedule to meet the grant requirements, extremely busy

Attachment A

construction industry, increasing market competition, and overall trends of construction industry of higher construction materials and labor costs.

Staff reviewed New Century's project work history, references, and construction license. Its project work history and reference checks were positive. New Century has successfully performed similar work for other local governments to include prior work with the City. New Century's contractor's license is current and in good standing with the State of California. Therefore, staff concluded that New Century is both a responsive and responsible bidder, and recommends the award of this contract (**Attachment B – Exhibit 1**).

The projected timeline for the Connect Main Street Segment I Phase I Project is:

January 31, 2017	Bid Advertisement
February 23, 2017	Bid Opening
March 21, 2017	City Council Award Contract
March 28, 2017	Begin Construction
May 27, 2017	End Construction
June 6, 2017	Council Accepts Project as Complete
June 7, 2017	Submit Closeout Package

Based on the project scope of work, staff recommends the following project budget:

Description	Amount
Construction Costs	\$291,641.50
Contingency (10%)	\$29,165.00
Design Costs	\$50,465.00
Materials Testing	\$6,583.00
Storm Water Inspection	\$2,500.00
Construction Support	\$12,500.00
Design and Construction Total	\$392,854.50

Staff also requested and received a proposal from Ninyo & Moore (**Attachment C**), one of the City's as-needed geotechnical consultants, for services which include materials testing and construction inspection. Staff also requested and received a proposal from D-Max Engineering, Inc. (**Attachment D**), the City's storm water consultant, for services which include storm water construction inspection services. Staff previously contracted Michael Baker International and KTUA to provide professional engineering and landscape architecture services. Subsequently, staff requested additional design and construction support services (**Attachment E**).

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) awarding the Connect Main Street Segment I Phase I Project (Contract No. 2017-16) to New Century Construction, Inc. (**Attachment B – Exhibit 1**), contracts with Ninyo & Moore for materials testing and inspection (**Attachment C**), contracts with D-Max Engineering, Inc. for storm water inspection (**Attachment D**), contracts amendment #1 with Michael Baker International (**Attachment E**) and establishes a project budget not to exceed \$392,854.50.

Attachment B

RESOLUTION NO. 2017 - _____

**RESOLUTION OF THE LEMON GROVE CITY COUNCIL
AWARDING A CONTRACT FOR THE CONNECT MAIN STREET SEGMENT I PHASE I
PROJECT (CONTRACT NO. 2017-16)**

WHEREAS, on October 18, 2016, the City Council approve the Connect Main Street General Plan Amendment per Resolution 2016-0473, and

WHEREAS, on September 20, 2016, the City Council approved a contract in the amount of \$50,465 to Michael Baker International to prepare construction documents per Resolution 2016-3465.

WHEREAS, bids were solicited in February 2017 and six sealed bids were received for the Connect Main Street Segment I Phase I Project (Contract No. 2017-16); and

WHEREAS, bids were opened and read aloud on February 23, 2017 and the lowest responsive and responsible bidder was New Century Construction, Inc.; and

WHEREAS, the City Council finds it in the public interest that a contract for said services be awarded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Awards a contract (**Attachment B - Exhibit 1**) to New Century Construction, Inc. in the amount of \$291,641.50 and establishes a project budget not to exceed \$392,854.50; and
2. Authorizes the City Manager or designee to execute said contract (**Attachment B - Exhibit 1**).

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Attachment B – Exhibit 1

CONTRACT (Page 1 of 4)

Connect Main Street Segment I Phase I, Project (Contract No. 2017-16)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the City of Lemon Grove, California, herein after designated as the "City", and New Century Construction, Inc. hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Connect Main Street Segment I Phase I, Project (Contract No. 2017-16) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the sum of two hundred ninety-one thousand six hundred forty-one dollars and fifty cents (\$291,641.50).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.

Attachment B - Exhibit 1

CONTRACT (Page 2 of 4)

Connect Main Street Segment I Phase I, Project (Contract No. 2017-16)

5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.
 - a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

Attachment B – Exhibit 1

CONTRACT (Page 3 of 4)

Connect Main Street Segment I Phase I, Project (Contract No. 2017-16)

- III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.
- Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.

Attachment B - Exhibit 1

CONTRACT (Page 4 of 4)

Connect Main Street Segment I Phase I, Project (Contract No. 2017-16)

9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

CITY:

By: _____

Title: City Manager, City of Lemon Grove

Date: _____

ATTEST:

By: _____

Title: City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)



January 5, 2017
Proposal No. 106355048

Mr. Jeremiah Harrington
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

Subject: Scope and Fee Estimate for Geotechnical and Materials Testing Services
Connect Main Street Segment 1 Phase 1 Project
Lemon Grove, California

Dear Mr. Harrington:

In accordance with your request, we have prepared this Scope and Fee Estimate for providing geotechnical and materials testing services on the subject project. A project schedule was not available in preparation of this proposal, but estimated time for field services was provided by the City of Lemon Grove. We understand the project is to include the installation of new sidewalk, curb and gutter, concrete driveways, curb ramps, and asphalt concrete (AC) pavement along Main Street in the City of Lemon Grove.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical and materials testing services for the project during the improvements. Our services will be needed during subgrade preparations, concrete placements, and asphalt paving. Based on information provided by you, we anticipate providing the following services at the request of your inspector:

- Field density testing by our field technician of subgrade for sidewalk, curb and gutter, concrete driveways, curb ramps, aggregate base compaction, and pavement placement. In-place density tests will be conducted in general accordance with nuclear gauge methods (ASTM International [ASTM] D 6938). The technician will prepare daily field reports describing the work performed and summarizing the results of the tests conducted.
- Sampling and testing of concrete placement by our ACI-credentialed technician. Our technician will measure the concrete for temperature and slump and cast specimens for compressive strength.

5710 Ruffin Road • San Diego, California 92123 • Phone (858) 576-1000 • Fax (858) 576-9600

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento
Las Vegas • Phoenix • Tucson • Prescott Valley • Flagstaff • Denver • Bloomfield • Houston



Attachment C

Connect Main Street Segment 1 Phase 1 Project
Lemon Grove, California

January 5, 2017
Proposal No. 106355048


- Laboratory testing of the materials used for subgrade, aggregate base, asphalt pavement, and concrete. The tests performed are anticipated to include Proctor density/optimum moisture content (ASTM D 1557), sand equivalent, sieve analysis, Hveem density (D1188), and compressive strength (C39). Other tests will be performed, as requested.
- Preparation of a summary report presenting the results of our testing and our opinion of the conformance of the work with the project specifications.

FEE ESTIMATE

The inspection services described will be provided on a time-and-expense basis accrued in accordance with the schedule of fees presented with our Agreement for As-needed Geotechnical Engineering Services (Contract No. 2015-11). We estimate the fee for our services described herein is approximately \$6,583 (Six Thousand Five Hundred Eighty-Three Dollars). A breakdown of this fee is presented in the attached Table 1.

These estimated costs are based on our assumptions of the anticipated services and will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the subcontractors can substantially effect the duration of our services. Requested services not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with our schedule of fees for our current as-needed services contract. We look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

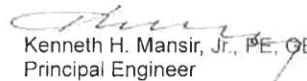


Brian Matusek
Senior Staff Geologist

BTM/KHM/gg

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee



Kenneth H. Mansir, Jr., P.E., C.E.
Principal Engineer

Attachment C

Connect Main Street Segment 1 Phase 1 Project
Lemon Grove, California

January 5, 2017
Proposal No. 106355048

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

SUBGRADE TESTING				
Project Engineer/Geologist	2 hours	@	\$ 156.00 /hour	\$ 312.00
Field/Laboratory Technician	20 hours	@	\$ 87.00 /hour	\$ 1,740.00
Vehicle	20 hours	@	\$ 12.00 /hour	\$ 240.00
Proctor Density - D 1557	3 tests	@	\$ 200.00 /test	\$ 600.00
Subtotal				\$ 2,892.00
ASPHALT CONCRETE OBSERVATION AND TESTING				
Field/Laboratory Technician	8 hours	@	\$ 87.00 /hour	\$ 696.00
Vehicle	8 hours	@	\$ 12.00 /hour	\$ 96.00
Hveem Density	1 test	@	\$ 215.00 /test	\$ 215.00
Subtotal				\$ 1,007.00
CONCRETE SAMPLING AND TESTING				
Field/Laboratory Technician	4 hours	@	\$ 87.00 /hour	\$ 348.00
Vehicle	4 hours	@	\$ 12.00 /hour	\$ 48.00
Concrete Compression, C39	12 tests	@	\$ 25.00 /test	\$ 300.00
Subtotal				\$ 696.00
SUMMARY REPORT PREPARATION				
Principal Engineer/Geologist	4 hours	@	\$ 168.00 /hour	\$ 672.00
Staff Engineer/Geologist	8 hours	@	\$ 128.00 /hour	\$ 1,024.00
Geotechnical Assistant	4 hours	@	\$ 73.00 /hour	\$ 292.00
Subtotal				\$ 1,988.00
TOTAL ESTIMATED FEE				\$ 6,583.00

Attachment D

D-MAX Engineering, Inc.

Consultants in Water & Environmental Sciences



January 26, 2017

Mr. Malik Tamimi
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Subject: Storm Water Construction Inspections at the Connect Main Street Project

Dear Mr. Tamimi:

Per your request, D-MAX Engineering, Inc. (D-MAX) is pleased to submit this proposal to provide storm water construction inspection services for the City of Lemon Grove (City). All work will be completed in accordance with the City's Jurisdictional Runoff Management Program (JRMP); San Diego Regional Water Quality Control Board (Regional Board) Order No R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100; and the City's grading, storm water, and post-construction BMP ordinances.

Scope of Services

We will provide the following services for the Connect Main Street Project:

- Conduct regular, routine inspections based on the site prioritization assigned via the process included in the JRMP.
 - During the wet season, high priority sites are inspected twice per month, medium priority sites are inspected monthly, and low priority sites are inspected as needed. This project is expected to be medium priority.
 - Project construction is expected to begin in March 2017 and end in May 2017. Since the wet season ends at the end of April, we expect two routine inspections, one in March and one in April.
 - During site inspections, we will walk the site with the responsible person and discuss the condition of the sites and potential corrective actions during the inspection where possible. We expect that the first inspection may be longer than subsequent inspections. During all inspections after the first inspection, our inspector will document the extent to which deficiencies noted during the preceding inspections have been resolved.
 - We will document inspection results and required corrective actions on a City of Lemon Grove construction inspection form. The form will clearly identify instances of non-compliance and our recommendations for resolving the non-compliance. We will include photos, marked up schematics, or other figures as necessary to illustrate places where correction needs to be made. Inspection documentation will be delivered through email and, if necessary, by fax.

7220 Trade Street ■ Suite 119 ■ San Diego, CA 92121 ■ (858) 586-6600 ■ Fax (858) 586-6644

Malik Tamimi
City of Lemon Grove
January 26, 2017
Page 2



- For efficiency, routine inspections will be scheduled to occur on days where D-MAX will also be conducting storm water construction inspections at private construction projects in the City.
- Inspection follow-up.
 - Additional follow-up may be necessary to verify corrections required during routine inspections have been made. This may be accomplished via email correspondence with photos or during a site visit. Often follow-up is completed prior to rain to verify corrections have been made before a storm and/or after a storm to verify that BMPs performed adequately.
 - We anticipate follow up will be required after each of the two routine inspections for this project.
- Review construction BMP plan submittal.
 - We will review the project's erosion control plan or equivalent construction BMP plan and provide comments to the City. Comments will be provided as a brief bullet list in an email.
- Attend pre-construction meeting to describe storm water requirements.
 - We will attend the pre-construction meeting and review the requirements as presented on the erosion control plan, focusing on key actions necessary to maintain compliance. The importance of erosion control BMPs, which have been the subject of multiple recent enforcement actions by the Regional Board, will also be stressed. The goal of the storm water discussion during the pre-construction meeting is to establish clear expectations for the contractor as a proactive step to minimize future risk of noncompliance.
- Enforcement documentation assistance
 - If enforcement action beyond providing written correction notices based on inspections becomes necessary, we will provide the City with a written description of violation(s) noted and necessary supporting documentation to support preparation of other enforcement actions, such as notices of violation, administrative citations, and stop work orders.
 - We understand that City staff will notify the Regional Board in the event that escalated enforcement action is taken.

Deliverables for each inspected project will include the following:

- Attendance at pre-construction meetings
- A completed inspection form and associated photos for each inspection
- Follow up documentation, including, as applicable, emails, photos, and inspection reports.

We will also maintain a list of dates inspections have been completed for reference by City staff.

Attachment D

Malik Tamimi
City of Lemon Grove
January 26, 2017
Page 3



Cost Estimate

We will complete the tasks described above on a time and materials basis in accordance with the fee schedule included with our current construction inspection and plan review contract with the City, not to exceed \$2,500. We expect that the per inspection cost, including reporting and recordkeeping, will typically be about \$250 to \$400 per inspection, with the amount depending on the extent of deficiencies noted at the sites, and the amount of follow-up correspondence necessary following each inspection. This estimation is based on inspection numbers as noted in the scope of work; extra services will be charged separately.

Should you have any questions regarding the above comments, please call me at (858) 586-6600, extension 22.

Sincerely,
D-MAX Engineering, Inc.

A handwritten signature in black ink, appearing to read "Arsalan Dadkhah".

Arsalan Dadkhah, Ph.D., P.E.
Principal



5050 Avenida Encinas
Suite 260
Carlsbad, CA 92008-4386
760.476.9193
760.476.9198 Fax
www.mbakertl.com

February 9, 2017

Amendment #1

Connect Main Street Segment 1 Phase 1 – City Contract No. 2017-16

Task 1 – Light Pole Foundation Design

\$2,000

Consultant will provide a construction detail for the foundation required for the light pole shown on approved plan sheets CD-2.00 and CD-3.00. The design will be a standard concrete foundation and anchorage for the pre-fabricated light poles. The foundation will be designed as a flagpole type, with raised circular pedestal above the sidewalk grade. Scope of work will be limited to design of foundation elements and anchorage of street lights. Analysis of the pole components is not included.

Structural Engineering Design Services to include detail sketch and material specifications (8 1/2" x 11" format), which will be submitted as an addendum to the bid set, and response to relevant City review comments. Detail sketch to be signed and stamped by a CA registered structural engineer

Task 2 – Bid and Construction Support

\$7,000 (T&M)

Consultant team will provide assistance during bidding and construction phases of the project. This may include, but is not limited to responding to RFIs, attending the pre-construction meeting, reviewing submittals and shop-drawings, site observation as requested, and working with City staff to resolve any design revisions that arise during construction.

This task will be billed on a time & materials basis not to exceed \$7,000. This assumed fee allocates \$3,500 for MBI and \$3,500 for KTU&A. A summary of billed time and expenses will be provided with each invoice. If the budgeted amount for this task is exceeded, an additional contract amendment will be required.

Task 3 – Record Drawings

\$3,500

Upon completion of construction, MBI will revise the approved mylars to reflect the as-built improvements. Prior to revising the mylars, consultant will submit redlined draft plans for City review and approval. Task assumes that consultant will be provided the Contractor's and City Inspector's plan markups for use in creating the record drawings.

Estimated Fee for Additional Work: \$ 12,500

Prepared By:

A handwritten signature in black ink, appearing to read "Tim Thiele".

Tim Thiele, Vice President

Approved By: _____

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